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2017 JAN 25 AM 11:40

CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
BY:                      DEPUTY

§ CRIMINAL NO. EP:17

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*vs.*

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**EP 17 CR0 147**

(18 U.S.C. §§ 1344 and 1349)  
(Conspiracy to Commit Bank Fraud)

(1) MICHAEL NEDAL ANNABI,  
(2) BASEM ELGELDA,  
(3) TERRANCE YELDER,  
(4) PERLA MALDONADO ANNABI,  
(5) MIGUEL MUNOZ,  
(6) JENZEL NASH, and  
(7) DANIEL MUNOZ.

1. execute and attempt to execute a scheme and artifice to defraud financial institutions,

namely Springleaf Financial Services, OneMain Financial, PrimeWay Federal Credit Union, Teachers Federal Credit Union, White Sands Federal Credit Union, Synchrony Financial, Pentagon Federal Credit Union, State Farm Bank, Greater El Paso Credit Union, Barclays Bank, FirstLight Federal Credit Union, Security Service Federal Credit Union, JP Morgan Chase, Santander Consumer USA Inc., Citibank, Ally Financial, Inc., BMW Financial Services, Evolve Federal Credit Union, Bank of the West, BBVA Compass, and Discovery Financial Services; and

2. to obtain moneys, funds, credits, assets, securities, and other property owned by and under the custody and control of financial institutions, namely Springleaf Financial Services, OneMain Financial, PrimeWay Federal Credit Union, Teachers Federal Credit Union, White Sands Federal Credit Union, Synchrony Financial, Pentagon Federal Credit Union, State Farm Bank, Greater El Paso Credit Union, Barclays Bank, FirstLight Federal Credit Union, Security Service Federal Credit Union, JP Morgan Chase, Santander Consumer USA Inc., Citibank, Ally Financial, Inc., BMW Financial Services, Evolve Federal Credit Union, Bank of the West, BBVA Compass, and Discovery Financial Services, by means of materially false and fraudulent pretenses, representations, and promises. All in violation of Title 18 United States Code sections 1349 and 1344.

**COUNTS TWO through SIXTEEN**

(18 U.S.C. § 1014)

(False Statement on Loan and Credit Applications)

That beginning on or about August 9, 2013, and continuing through and including on or about December 17, 2015 in the Western District of Texas, and elsewhere, Defendants,

(1) MICHAEL NEDAL ANNABI,  
 (2) BASEM ELGELDA,  
 (3) TERRANCE YELDER,  
 (4) PERLA MALDONADO ANNABI,  
 (5) MIGUEL MUNOZ,

**(6) JENZEL NASH, and  
(7) DANIEL MUNOZ,**

did knowingly make false statements upon an application, purchase agreement, commitment, and loan for the purpose of influencing a lending action of the following financial institutions, to include federal credit unions, insured state chartered credit unions, institutions the accounts of which are insured by the Federal Deposit Insurance Corporation, and institutions the accounts of which are insured by the National Credit Union Administration Board, including, among others, the false statements made to the following financial institutions described below:

COUNT	DEFENDANT	ON OR ABOUT DATE	FINANCIAL INSTITUTION	FALSE STATEMENTS
2	<b>(1) MICHAEL NEDAL ANNABI</b>	April 9, 2015	OneMain Financial	in connection with an application for a \$11,905.44 loan, the Defendant claimed that he earned a monthly salary of \$17,022.88, when in truth and in fact he did not.
3	<b>(1) MICHAEL NEDAL ANNABI</b>	May 31, 2015	Synchrony Financial	in connection with an application for a \$25,000 line of credit, the Defendant claimed that he earned a monthly salary \$16,500, when in truth and in fact he did not.
4	<b>(1) MICHAEL NEDAL ANNABI</b>	June 8, 2015	Teachers Federal Credit Union	in connection with an application for a \$25,000 loan, the Defendant claimed that he earned a monthly salary of \$18,333.34, when in truth and in fact he did not.
5	<b>(1) MICHAEL NEDAL ANNABI</b>	June 12, 2015	Springleaf Financial Services, Inc.	in connection with an application for a \$10,000 loan, the Defendant claimed he worked for "Little Napoli" and earned a monthly salary of \$13,283, when in truth and in fact he did not.
6	<b>(2) BASEM ELGELDA</b>	August 17, 2015	Teachers Federal Credit Union	in connection with an application for a \$25,000 loan, the Defendant claimed that he resided at 5041 Alabama St., Apt 126, El Paso, Texas 79930 and earned a monthly salary of \$15,982.32, when in truth and in fact he did not.
7	<b>(2) BASEM ELGELDA</b>	August 17, 2015	Evolve Federal Credit Union	in connection with an application for a \$15,000 loan, which was later approved for \$10,000, the Defendant claimed that he resided at 5041 Alabama St., Apt 126, El Paso, Texas 79930 for 65 months and earned a monthly salary \$10,656, when in truth and in fact he did not.

8	<b>(2) BASEM ELGELDA</b>	August 17, 2015	Security Service Federal Credit Union	in connection with an application for a \$5,000 line of credit and a \$10,000 loan, the Defendant claimed that he that he resided at 5041 Alabama St., Apt 126, El Paso, Texas 79930 earned a monthly salary of \$7,083.33, when in truth and in fact he did not.
9	<b>(2) BASEM ELGELDA</b>	August 18, 2015	FirstLight Federal Credit Union	in connection with an application for a \$25,000 loan, the Defendant claimed he earned a monthly salary of \$11,443, when in truth and in fact he did not.
10	<b>(3) TERRANCE YELDER</b>	November 10, 2015	Greater El Paso Credit Union (also known as GECU, formerly known as Government Employees Credit Union)	in connection with an application for a \$45,798 loan, the Defendant claimed that he earned a monthly salary of \$6,700, when in truth and in fact he did not.
11	<b>(3) TERRANCE YELDER</b>	December 17, 2015	Greater El Paso Credit Union (also known as GECU, formerly known as Government Employees Credit Union)	in connection with an application for a \$20,627 loan, the Defendant claimed that he worked at "CV services" for 8 years and earned a monthly salary of \$6,608, when in truth and in fact he did not.
12	<b>(4) PERLA MALDONADO ANNABI</b>	August 9, 2013	Springleaf Financial Services, Inc.	in connection with an application for a \$5,000.09 loan, the Defendant claimed that she earned a monthly salary of \$11,831, when she did not, and that she and <b>M. ANNABI</b> had a joint income of \$122,058 in 2011, and that she and <b>M. ANNABI</b> had a joint income of \$150,818 in 2012, when in truth and in fact they did not.
13	<b>(5) MIGUEL MUNOZ</b>	July 1, 2015	Security Service Federal Credit Union	in connection with an application for a \$5,000 line of credit and a \$10,000 loan, the Defendant claimed that he earned a monthly salary of \$15,000, when in truth and in fact he did not.
14	<b>(6) JENZEL NASH</b>	August 22, 2014	Greater El Paso Credit Union (also known as GECU, formerly known as Government Employees Credit Union)	in connection with an application for a \$14,858.76 loan, the Defendant claimed that she earned a monthly salary of \$2,472.72, when in truth and in fact she did not.

15	<b>(6) JENZEL NASH</b>	March 6, 2015	Evolve Federal Credit Union	in connection with an application for a \$6,692.42 loan, the Defendant claimed that she earned a monthly salary of \$4,600, when in truth and in fact she did not.
16	<b>(7) DANIEL MUNOZ</b>	June 2, 2015	White Sands Federal Credit Union	in connection with an application for a \$40,343.03 loan, the Defendant claimed that he earned a monthly salary of \$3,000, when in truth and in fact he did not.

**NOTICE OF GOVERNMENT'S DEMAND FOR FORFEITURE**

(18 U.S.C. § 982)

As a result of the offenses set forth in Counts One through Seventeen of this Indictment, the United States of America gives notice to Defendants,

**(1) MICHAEL NEDAL ANNABI,**  
**(2) BASEM ELGELDA,**  
**(3) TERRANCE YELDER,**  
**(4) PERLA MALDONADO ANNABI,**  
**(5) MIGUEL MUNOZ,**  
**(6) JENZEL NASH, and**  
**(7) DANIEL MUNOZ,**

of its intent to seek forfeiture to the United States, pursuant to 18 U.S.C. § 982(a)(2), of any and all property constituting and derived from proceeds that said defendants obtained directly and indirectly as a result of such violations, including but not limited to a sum of United States currency representing the amount of proceeds obtained as a result of the offenses.

**SUBSTITUTE ASSETS**

If any of the above-described forfeitable property, as a result of any act or omission of the defendants:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be subdivided without difficulty,

it is the intent of the United States, pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b), to seek forfeiture of any other property of said defendants up to the value of the above-described forfeitable property.

A TRUE BILL  
ORIGINAL SIGNATURE  
REDACTED PURSUANT TO  
E-GOVERNMENT ACT OF 2002

FOREPERSON OF THE GRAND JURY

RICHARD L. DURBIN, JR.  
UNITED STATES ATTORNEY

BY:

  
Assistant U.S. Attorney